




Request for Proposals

Emergency Bridge and Roadway Work Contract

for

**The
Indiana Toll Road**

ITR Concession Company LLC
52551 Ash Road
Granger, IN 46530

| | | | | |
|---|--|---------------|-------|----------|
|  | Request Proposals Emergency Bridge & Roadway Repair Services | | | |
| | Issue Date | Response Date | Rev: | Date: |
| | 12/08/09 | 12/30/09 | | 12/08/09 |
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Overview:

ITR Concession Company LLC (ITRCC) is seeking to contract with a private sector entity or entities to provide EMERGENCY BRIDGE AND ROAD WORK as needed along the Indiana Toll Road (ITR). Emergency Bridge and Road Work tasks include, but are not limited to, the following general items of work:

1. Joint Repair
2. Bearings & Shim Replacement
3. Full Deck Patching
4. Partial Deck Patching
5. Beam Repair
6. Pneumatic Placed Mortar
7. Barrier and/or Guardrail Repair/Replacement
8. Shoring/Jacking Operations
9. Emergency Erosion Control
10. Bank Stabilization
11. Repairing Undermining of Roadwork
12. Roadway Repairs
13. Emergency Maintenance of Traffic

From the time The Contractor is notified, the response time for mobilization is 48 hours.

The duties will extend along the Indiana Toll Road from Milepost 0 to Milepost 157, including, but not limited to: the Mainline Road, Travel Plaza Parking Lots and Ramps, Employee Parking Lots, Access Roads and Exit/Entrance Ramps.


During all maintenance periods, the Contractor shall continually maintain traffic control and protection as provided for in Volume II, Operations Procedures, Chapter G, "Traffic and Management Travel Plan."

All Contractor staff travelling the ITR for any reason shall be instructed to report any apparent emergency structural or roadway repair that is observed.

Contractor financial responsibility will include all costs associated with Human Resources, all equipment, all materials, and any other necessary associated costs.

In the event of an emergency situation, the ITRCC will determine the specific scope of work needed for the situation. The contractor shall develop a lump sum price based upon the material price and the labor and equipment prices agreed upon in this contract.

Schedule:

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The following is a current schedule of the selection process. ITRCC reserves the right to make changes or alterations to the schedule at its sole discretion. Respondents will be notified of any changes to this schedule.

| | |
|-------------------------------|----------------------------------|
| RFP released | December 8 th , 2009 |
| Question Deadline | December 16 th , 2009 |
| Responses to Questions Issued | December 23 rd , 2009 |
| RFP Due | December 30 th , 2009 |

Questions and Answers:

Respondents are permitted to submit questions in writing no later than October 2nd, 2009. ITRCC encourages the submission of a comprehensive list of questions prior to bidding.

A response to questions will be provided in writing and posted on the ITR website.

All questions and submissions shall be directed to:

Zachary Smith
Infrastructure Department
ITR Concession Company LLC
Email: zsmith@indianatollroad.org


Cancellation:

ITRCC reserves the right, at its sole discretion, to cancel this RFP at any time. Respondents will be notified in the event this RFP is cancelled.

Qualifications of bidders:

ITRCC may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to ITRCC such information and data for this purpose as ITRCC may request. ITRCC reserves the right to reject any bid if the evidence submitted by, or investigation such bidder fails to satisfy ITRCC that such bidder is properly qualified to carry the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted. No award will be made to any BIDDER who cannot meet all of the following requirements:

- A. He/She shall not have defaulted on any contract within three years prior to Bid date.
- B. He/She shall maintain a permanent place of business.

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- C. He/She shall have adequate personnel and equipment to perform the work expeditiously.
- D. He/She shall have suitable financial status to meet obligations incident to work.
- E. He/She shall have appropriate technical experience in the class of the work involved.
- F. He/She shall not have failed to perform satisfactorily on contracts of a similar nature.
- G. He/She shall not have failed to complete previous contracts on time.

Quantity of Work:

There are no accurate estimates of the quantities of work to be performed under this contract, and any variation in quantities shall not be as valid grounds for any claim for damages or loss of profits or change orders. ITRCC specifically reserves the right to contract any quantity of item if desirable, to keep expenditures within available funds. The quantity of work as given in the proposal attached thereto are only approximate and are assumed solely for the comparison of proposals.

Confidentiality:


ITRCC will keep confidential all information submitted in response to the RFP. ITRCC reserves the right to disclose any information submitted in response to this RFP to persons assisting in its evaluation, preparation and execution of the RFP. Respondents agree that any information received from ITRCC in connection with this RFP shall be confidential and not released to any party without the prior written consent of ITRCC.

Reservation of Rights:

ITRCC reserves the right, at its sole discretion, to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission.

Miscellaneous:

The RFP and any responses hereto will in no way constitute an agreement or contract. ITRCC reserves the right, at its sole discretion, to negotiate any and all pricing prior to contract letting.

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Scope:

A. Term

Proposals should be for one (1) year, on a time basis for labor and equipment. Material cost will be assessed for each project. The Contractor shall submit a formal materials proposal prior to beginning work. All proposals must be accepted, in writing, by The ITRCC.

Please use table in **Item J. Bid Tabulations and Submittals.**

B. Operators

Proposals must include experienced, CDL and Non-CDL licensed Operators and Supervisors.

Operators must be employed at the time of the Contract Start Date.

The Contractor will be fully responsible for training for all operations, safety, and compliance, with all known and future regulatory demands and requirements. Contractor will be fully responsible for training their staff on safety, operations, and processes to ITRCC's specifications.

C. Supervision and Administration:

The Proposal must include Supervision and Administration for the proper and regulated Operator group oversight and required reporting. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall have a competent superintendent(s), satisfactory to ITRCC, on the work at all times during working hours, with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expedition of his work.


D. Reporting

The ITRCC may request a summary of work from the Contractor after the completion of work.

E. Insurance:

The following are the Minimum Amounts of Contractors Insurance:

| <i>Type of Insurance</i> | <i>Limits of Liability</i> |
|-------------------------------|-----------------------------|
| General Liability: | Bodily Injury and Property |
| Comprehensive Form | Damage Combined: |
| Premises – Operations | \$1,000,000 each occurrence |
| Products/Completed Operations | |
| Hazard | |
| Contractual Insurance | |

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Broad Form Property Damage
Independent Contractors

Personal Injury:
\$1,000,000 aggregate

Personal Injury
Explosion and Collapse Hazard
Underground Hazard

Automobile Liability
Comprehensive Form
Owned
Hired
Non-Owned

Bodily Injury and Property
Damage Combined:
\$1,000,000 each occurrence

Excess Liability:
Umbrella Form

Bodily Injury and Property
Damage Combined:
\$5,000,000 each occurrence
\$5,000,000 aggregate

Professional Liability

\$2,000,000 aggregate

Employer's Liability and
Worker's Compensation

\$1,000,000 each occurrence
Statutory Minimum Amount

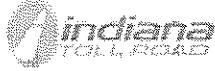
Contractor shall procure and maintain, at its own expense, appropriate insurance, and including ITRCC, the State of Indiana and the Indiana Finance Authority as additional insureds, such insurance to be of a type, in an amount, and written by a company as specified in the ITR Concession and Lease Agreement.

In addition to the coverages required in the ITR Concession and Lease Agreement, Contractor shall procure and maintain, at its own expense, 3rd Party Crime Coverage with a minimum of \$5,000,000.00 limitation. If Construction and/or As Built drawings are required, all must be stamped by a professional engineer in the state of operations.

Certificates of insurance shall be provided at the start date of the contract.

F. Equipment

Contractor shall provide a list of equipment and labor costs on a per time basis.

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Contractor must confirm that all equipment and labor is to INDOT specifications.

Contractor shall provide any and all equipment and labor, etc. to perform stated works.

Contractor shall make provisions necessary for needed lane or ramp closures.

G. Materials

Materials prices will be assessed for each project. The contractor shall be entitled to the actual material price plus an agreed upon mark up.

H. Maintenance of Traffic

It shall be the Contractor's responsibility to provide and maintain safe and passable traffic accommodations for public and private travel; prevent dust nuisance; furnish, erect, maintain and remove construction signs, barricades, delineators, lights, flashers and other warning devices used to delineate the construction zone and notify the motoring public of its approach. MOT package shall be proposed by the Contractor, but must be approved by the Owner before Work may begin. All MOT must meet or exceed MUTCD and/or INDOT Specifications.

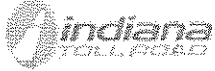
I. Project Locations

The total Contract requirements shall include Emergency Bridge and Roadway Repair services for the entire Indiana Toll Road from Milepost 0 to Milepost 157, including, but not limited to: the Mainline Road, Truck Only Parking Lots, Employee Parking Lots, Access Roads and Exit/Entrance Ramps.

J. Price Schedule

Contractors may opt to bid on individual sections only, a combination of sections, or all sections. Preferential treatment will be given to bidders that bid on all sections. The ITRCC reserves the right to award the contract to a single bidder or to award individual sections to multiple contractors.

1. All pricing must be by Sections, and include an hourly listing for each type of labor and equipment. Type of laborer shall include, but not limited to: General Laborers, Iron Workers, Concrete Workers, Teamsters, Operators, and specialized Laborers. Contractor must specify union or non-union.

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2. Proposals should be for one (1) year, on a time basis for labor and equipment. Material cost will be assessed for each project.
3. Provide a detailed overview of your company and its services.

| | Milepost 0.0-30.5 | Milepost 30.5-62 | Milepost 62-92 | Milepost 92-124 | Milepost 124-156.9 |
|-------------------------------------|-------------------|------------------|----------------|-----------------|--------------------|
| Mobilization | | | | | |
| Materials Mark-up Percentage | | | | | |
| Labor Rates | | | | | |
| Equipment Rates | | | | | |